

AGREEMENT

between

Ewing Township Board of Education

BOARD OF EDUCATION, TOWNSHIP OF EWING

and

EWING TOWNSHIP MAINTENANCE MANAGEMENT ASSOCIATION

July 1, 1985 through June 30, 1987

1. RECOGNITION

- 1.1 The Employer recognizes the following categories under this Agreement:

Head Custodians
Assistant Head Custodians
Electrician
Plumber
Carpenter
Auto Mechanic
Assistant Auto Mechanic

2. WORK SCHEDULE, CALL TIME, OVERTIME

- 2.1 One and one-half (1½) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week. Employee shall have the option of compensatory time off in lieu of overtime. Employee must receive prior approval from immediate supervisor for the specific time the employee wants off.
- Double time shall be paid for: (a) all work performed on Sundays and (b) all work performed on holidays as listed annually by the Employer.
- 2.2 Call Time - Any employee called or required to return to work outside of his regularly scheduled shift for emergency calls which necessitate work shall be paid a minimum of three (3) hours at time and a half. A minimum of two (2) hours at the time and a half rate shall be paid to employees when called by the police or fire department.
- 2.3 The regular work week shall be Monday through Friday consisting of five (5) consecutive days.
- 2.4 Work Shift - Eight (8) hours of work, exclusive of a thirty (30) minute lunch period, shall constitute a work shift. Shifts will not be changed except as necessary for efficient operation. There shall be at least forty-eight (48) hours advanced written notice except in an emergency.
- 2.5 Head Custodians and Assistant Head Custodians shall rotate available overtime.

3. LEAVES OF ABSENCE

- 3.1 Leaves of absence with pay shall be provided as follows:
- One day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
 - Personal leave policy shall cover brief absences not chargeable to sick leave. It provides for up to three days leave at full pay during any one school year (no unused days shall be accumulated) for any of the following reasons:

VACATIONS (contd.)

- 4.3 Employees must take vacations. No employee may be employed to do work during his vacation period.
- 4.4 Vacations may be taken any time during the fiscal year with the approval of the immediate supervisor. Seniority shall apply where the Employer must limit the number of employees on vacation during any period.

5. HOLIDAYS

- 5.1 A minimum of twelve (12) paid holidays shall be as listed annually by the Employer.
- 5.2 Holidays which fall within an employee's vacation period shall be celebrated either immediately before or immediately following his vacation period as agreed between the employee and the Superintendent.
- 5.3 There shall be one (1) additional day off granted as directed by Central Administration.
- 5.4 Employees will receive one (1) additional day off. Employees must receive prior approval from immediate supervisor before taking this specific day off.

6. INSURANCE

- 6.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan, or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement.
- b. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board for the first year of this Agreement, and to continue through the life of this Agreement.

In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

Grievance Procedure (contd)

Step 2 (contd)

the employee (or employee's representative), in writing, within three (3) working days.

Step 3. - If the grievance still remains unadjusted, it shall be presented by the employee (or employee's representative) to the Board of Education, in writing, within three (3) days after the response of the Superintendent of Schools is due. The Board of Education shall respond, in writing, to the employee (or the employee's representative) within two (2) calendar weeks.

Step 4. .. If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:

1. Any matter for which a method of review is prescribed by law.
2. Any rule or regulation of the Commissioner of Education.
3. Any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
4. A complaint of an employee which arises by his/her reason of not being reemployed.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to Chapter 12, Sub Chapter 3, of the Public Employment Commission effective December 13, 1974.

The arbitrator shall limit himself/herself to the Articles of this Agreement and his/her decision shall be binding. The parties shall meet within ten (10) calendar days to review the Arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All employees including the grievant shall be required to continue under the direction of the superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined.

10. REPRESENTATION FEE

- 10.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

Representation Fee (contd.)

- 10.5 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

11. **TERMINATION**

- 11.1 This Agreement shall be effective as of the 1st day of July, 1985, and shall remain in full force and effect until the 30th day of June, 1987. The contents of this document shall constitute the full Agreement between the parties.

-8-

12. Listed below are the salary guidea in effect for the duration of this Agreement:

1985-86

Pay Level	E.H.S. Head Custodian	Elect. and Plumber	Ant. and Fisher Head Cust.	Auto Mech. and Carpenter	E.H.S. Asa't. Head Cust.	Ant. and Fisher Asa't. Head Cust.	Asa't. Auto Mechanic
Starting	19480	19293	18737	17823	17759	17331	16486
1	19780	19593	19037	18123	18059	17631	16786
2	20101	19914	19358	18444	18379	17952	17107
3	20421	20234	19678	18700	18700	18272	17428
4	20742	20555	19999	19085	19021	18593	17749
5	21063	20876	20320	19406	19342	18914	18069
6	21384	21196	20641	19726	19662	19235	18390

Employee will move to the next higher pay level from previous guide.

1986-87

Pay Level	E.H.S. Head Custodian	Elect., Plumber, Auto Mech., Carpenter	Ant. and Fisher Head Cust.	E.H.S. Asa't. Head Cust.	Ant. and Fisher Asa't. Head Cust.	Asa't. Auto Mechanic
Starting	20775	20575	19983	18940	18484	17583
1	21075	20875	20283	19240	18784	17883
2	21417	21217	20625	19581	19126	18225
3	21758	21559	20966	19923	19467	18567
4	22100	21901	21308	20265	19809	18909
5	22471	22243	21650	20608	20151	19251
6	22785	22584	21993	20948	20494	19593

Employee will remain on the same pay level as they were on previous guide.


IN WITNESS WHEREOF, the parties have hereto set their hands this

27th day of January, 1986

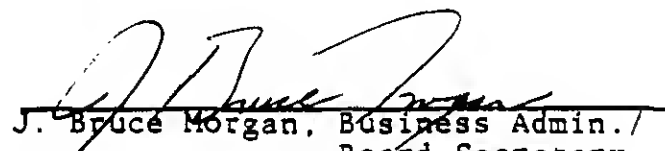
FOR THE ASSOCIATION


Harold Wesley, President

FOR THE EMPLOYER


Mary W. Schmidt, President
Board of Education
Ewing Township, New Jersey


Richard Knapp


J. Bruce Morgan, Business Admin.
Board Secretary
Board of Education
Ewing Township, New Jersey

HOLIDAYS
MAINTENANCE - 1986-87

July 4	Independence Day
September 1	Labor Day
November 11	Veterans' Day
November 14	N.J.E.A. Convention (A)
November 27	Thanksgiving Recess
November 28	Thanksgiving Recess
December 25	Christmas Day
January 1	New Year's Day
January 19	Martin Luther King, Jr.'s Birthday
February 13	Lincoln's Birthday
February 16	Presidents' Day
April 17	Good Friday
May 25	Memorial Day

(A) - Denotes "additional day off".

One (1) additional day off, with approval of the immediate supervisor.

ADDENDUM

Between

BOARD OF EDUCATION, TOWNSHIP OF EWING
and
EWING TOWNSHIP MAINTENANCE MANAGEMENT ASSOCIATION


January, 1986

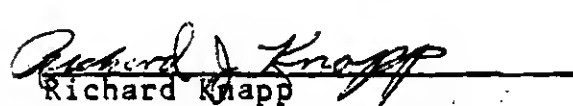
TO WHOM IT MAY CONCERN:

It has been agreed that the present employees filling the positions of Auto Mechanic and Carpenter will be "grandfathered" for experience and moved to the second column of the salary guide for the 1986-87 contract year.


Any future employees who are hired must comply with the prerequisite of an apprentice program in their respective area in order to be placed in the second column of the salary guide.


FOR THE ASSOCIATION


Harold Wesley, President


Richard Knapp

FOR THE EMPLOYER


Mary W. Schmidt, President
Board of Education
Ewing Township, New Jersey


J. Bruce Morgan, Business Admin./
Board Secretary
Board of Education
Ewing Township, New Jersey